

07/07/2015 14:12 FAX

GUNSTER, YOAKLEY

003/042

Division of Corporations

Page 1 of 2

P93000054537

Florida Department of State
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Division of Corporations
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From:

Account Name : GUNSTER, YOAKLEY & STEWART, P.A.
Account Number : 076117000420
Phone : (561) 650-0728
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Email Address: mstocks@gunster.com

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MERGER OR SHARE EXCHANGE
POHL & SHORT, P.A.

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Merger

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GUNSTER YOAKLEY

002/012

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July 6, 2015

FLORIDA DEPARTMENT OF STATE
Division of Corporations

POEL & SHORT, P.A.
280 W. CANTON AVE.
410
WINTER PARK, FL 32789US

SUBJECT: POEL & SHORT, P.A.
REF: P93000054537

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

THE EXHIBIT A MENTIONED IN THE PLAN OF MERGER WAS NOT ATTACHED. WE MUST HAVE THIS INFORMATION IN ORDER TO PROCEED,

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlane Connell
Regulatory Specialist III

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
of
GY-PS ACQUISITION, P.A.
with and into
POHL & SHORT, P.A.

Pursuant to Sections 607.1104 and 607.1105 of the Florida Business Corporation Act (the "Act"), POHL & SHORT, P.A., a Florida corporation (the "P&S"), and GY-PS ACQUISITION P.A., a Florida corporation (the "GY-PS"), hereby adopt and execute the following Articles of Merger, for the purpose of merging P&S with and into the Surviving Company (the "Merger"). The Merger is a merger of subsidiary corporation consummated in accordance with Section 607.1104 of the Act.

FIRST: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Pohl & Short, P.A	Florida	P93000054537

SECOND: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Pohl & Short, P.A	Florida	P93000054537
GY-PS Acquisition, P.A.	Florida	P15000052443

THIRD: The Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the shareholder of P&S on June 17, 2015.

SIXTH: The Plan of Merger was adopted by the shareholders of GY-PS on May 31, 2015.

[Signature Page Follows]

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TALLAHASSEE, FLORIDA

H15000161938 3

IN WITNESS WHEREOF, each of the Constituent Corporations has caused these Articles of Merger to be signed in its corporate name and on its behalf by its duly authorized officer on the date first written above.

POHL & SHORT, P.A.

By: 

Name: Frank L. Pohl

Title: President

GY-PS ACQUISITION, P.A.

By: 

Name: H. William Perry

Title: President

H15000161938 3

Exhibit "A"

PLAN OF MERGER

THIS PLAN OF MERGER, dated as of June 30, 2015, by and among GUNSTER, YOAKLEY & STEWART, P.A., a Florida professional service corporation ("Gunster"), GY-PS ACQUISITION, P.A., a Florida professional service corporation and a wholly-owned subsidiary of Gunster ("GY-Sub"), and POHL & SHORT, P.A., a Florida professional service corporation (the "P&S").

WITNESS:

WHEREAS, Gunster is the owner and holder of 100% of the issued and outstanding stock in GY-Sub;

WHEREAS, Gunster, GY-Sub and P&S desire to enter into this Agreement pursuant to which GY-Sub will merge with and into P&S and P&S will be the surviving corporation.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

1. Merger. On and as of the Effective Date, as hereinafter set forth, GY-Sub shall be merged with and into P&S in accordance with the laws of the state of Florida and this Agreement.
2. Surviving Entity. On and as of the Effective Date, the separate existence of GY-Sub shall cease, and P&S shall be the surviving entity (hereinafter, the "Surviving Entity"), which shall continue as a corporation under the laws of the State of Florida. The Surviving Entity shall succeed to all of the rights, privileges, and immunities and all of the property, of whatever kind and description, of GY-Sub and the Surviving Entity shall be responsible and liable for all the liabilities and obligations of GY-Sub, none of which shall be impaired by the merger.
3. Articles of Incorporation. The Articles of Incorporation of P&S shall become the Articles of Incorporation of the Surviving Entity, which shall be amended and restated in their entirety on the Effective Date in the form attached hereto as Exhibit A.
4. Conversion of Shares. On or as of the Effective Date, (a) each share of stock of GY-Sub issued and outstanding immediately prior to the Effective Time shall be automatically converted into one share of common stock of P&S upon the Merger and shall thereafter remain owned by Gunster with P&S thereafter becoming a subsidiary of Gunster and (b) each share of stock of P&S issued and outstanding immediately prior to the Effective Time shall be canceled and be converted into the right to receive cash as provided for in the Agreement of Merger. The shareholder of P&S will hold no shares in either the Surviving Entity or Gunster and shall receive the foregoing merger consideration in full and complete payment of the shares of P&S.

H15000161938 3

5. Effective Date. The Merger contemplated herein is intended to be effective on July 1 2015 at 12:01 A.M. EST.
6. Termination. Notwithstanding any other provision of this Agreement, and notwithstanding the approval of this Agreement by the shareholders of Gunster, GY-Sub and P&S, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time:
- a. By mutual consent of Gunster and P&S in a written statement, if determined by the Board of each; or
 - b. By Gunster or P&S (provided that the terminating Party is not then in material breach of any representation, warranty, covenant, or other agreement contained in this Agreement) in the event of a breach by the other Party of any representation or warranty contained in this Agreement which cannot be or has not been cured within 30 days after the giving of written notice to the breaching Party of such breach and which breach is reasonably likely, in the opinion of the non-breaching Party, to have, individually or in the aggregate, a material adverse effect on the breaching Party.

In the event of the termination and abandonment of this Agreement pursuant to this Section 6, this Agreement shall become void and have no effect.

7. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.
8. Counterparts: Captions. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not control or affect the construction to be given any of the provisions in this Agreement and in no way define, describe, extend or limit the scope, meaning or intent of this Agreement.

[Signature page to follow]


H15000161938 3

IN WITNESS WHEREOF, this Plan of Merger has been adopted as of the date first stated above.

GUNSTER, YOAKLEY & STEWART,
P.A. a Florida professional service
corporation

By: 
H. William Perry, President

GY-PS ACQUISITION, P.A., a Florida
professional service corporation

By: 
H. William Perry, President

POHL & SHORT, P.A., a Florida
professional service corporation

By: 
Frank E. Pohl, President

07/07/2015 14:13 FAX

GUNSTER YOAKLEY

009/012

Exhibit A

**Amended and Restated Articles of Incorporation
of Pohl & Short, P.A.**

(attached)

**AMENDED and RESTATED
ARTICLES OF INCORPORATION
OF
POHL & SHORT, P. A.**

(Originally incorporated August 4, 1993)

ARTICLE I. NAME

The name of this corporation is POHL & SHORT, P.A. (the "Corporation").

ARTICLE II. NATURE OF BUSINESS

The general nature of the business to be transacted by the Corporation is:

To engage in every phase and aspect of the business of rendering the legal services to the public that an attorney at law, duly licensed under the laws of the State of Florida is authorized to render, provided such legal services shall be rendered only through officers, employees and agents who are duly licensed or otherwise legally authorized, to engage in the practice of law within the State of Florida.

To purchase or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer, otherwise dispose of, and to invest in, deal in and with, real and personal property necessary for the rendering of legal services.

To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes and other evidence of indebtedness, and execute such mortgages, transfers of corporate property, or other instruments to secure the payment of corporate indebtedness as required.

To consolidate or merge with or purchase the assets of another domestic professional corporation rendering the same professional services.

The foregoing paragraphs shall be construed as enumerating both objects and purposes of the Corporation; and it is hereby expressly provided that the foregoing enumeration of specific purposes shall not be held to limit and restrict in any manner the purposes of the Corporation otherwise permitted by law.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is Five Hundred (500) shares of common stock, having no par value per share.

ARTICLE V. TERM OF EXISTENCE

The Corporation shall exist perpetually. The existence of the Corporation shall commence on the date of execution of these Articles, if filed with the Florida Secretary of State within five business days thereafter.

ARTICLE VI. ADDRESS

The street address of the principal office of the Corporation is 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401. The Board of Directors may from time to time move the principal office to any other address in Florida.

ARTICLE VII. DIRECTORS

The Corporation shall have one director initially. The number of directors may be increased or diminished from time to time by by-laws adopted by the stockholders, but shall never be less than one.

ARTICLE VIII. LIMITATION ON ISSUANCE OF STOCK

No share or shares of the capital stock of the Corporation shall be issued or held by anyone other than either an individual who is duly licensed or otherwise legally authorized to render legal services within the State of Florida or an entity organized under the PSC Act.

ARTICLE XI. INDEMNIFICATION

Provided the person proposed to be indemnified satisfies the requisite standard of conduct for permissive indemnification by a corporation as set forth in the applicable provisions of the Florida Business Corporation Act (currently, Sections 607.0850(1) and (2) of the Florida Statutes), as the same may be amended from time to time, the Corporation shall indemnify its officers and directors, to the fullest extent permitted by the provisions of such law, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (other than in an action, suit or proceeding brought by this Corporation upon authorization of the Managing Shareholder)) or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition of such proceedings and

amounts paid in settlement of such proceedings, as to actions in their official capacity as officers, directors, employees or other agents of the Corporation or its subsidiaries or affiliates. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article. The indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of stockholders or directors or otherwise. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal and other legal representatives of such a person. Except as otherwise provided above, an adjudication of liability shall not affect the right to indemnification for those indemnified.